

MEMORANDUM

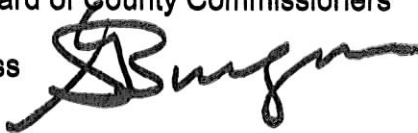
MIAMI-DADE
COUNTY

Date: February 5, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No.
8 (P) 3a

From: George M. Burgess
County Manager



Subject: Change Order No. 1 to Refurbish the NW 17 Avenue Bascule Bridge Over the Miami River, Located within Commission Districts 3 and 5 - Project No. 20070495; Contract No. 20070495

Recommendation

The attached Change Order No. 1 for a contract between PCL Civil Constructors, Inc. and Miami-Dade County, increasing the contract amount by \$1,417,368.67, has been prepared by the Public Works Department and is recommended for approval.

**CHANGE ORDER
NUMBER:** 1

Scope

PROJECT NAME: Refurbish the NW 17th Avenue Bascule Bridge Over the Miami River, located within Commission Districts 3 and 5

PROJECT NO: 20070495

CONTRACT NO: 20070495

PROJECT DESCRIPTION: This project consists of, but is not limited to, the following: furnishing all supervision, labor, required materials, equipment, tools and performing all operations necessary for the coordination of all work, modification and renovation of the NW 17 Avenue Bascule Bridge over the Miami River. The proposed project also consists of repairing and restoring unsound and spalled concrete members of the bridge structure, repairing deteriorated structural steel, reinforcing steel corrosion, replacing the steel roadway floor and the center locks of the bridge, removing existing paint (including lead abatement), painting structural steel, and various miscellaneous repairs as indicated in the design plans.

PROJECT LOCATION: NW 17 Avenue Bascule Bridge over the Miami River

**PRIMARY COMMISSION
DISTRICT:** Various Districts

APPROVAL PATH: Board of County
Commissioners

R-920-07,

USING DEPARTMENT: Public Works Department

**MANAGING
DEPARTMENT:** Public Works Department

RECEIVED
2008 JAN - 3 A 10: 31
CAPITAL IMPROVEMENTS

Fiscal Impact / Funding Source

CHANGE ORDER FUNDING SOURCE:

Road Impact Fees

PTP FUNDING:

No

GOB FUNDING:

No

CHANGE ORDER DESCRIPTION:

This Change Order is the result of value engineering intended to provide for an extended, cost-effective lifespan of the NW 17 Avenue bascule bridge and to insure its safe and reliable operation for the benefit and security of motorists, pedestrians and water-borne users. The estimated lifespan of the bridge will be extended from 15 years to 40 years after the value engineering work is complete. Also, this Change Order accomplishes a 10-week reduction in the time that the bridge will be closed to pedestrian and vehicular traffic. This Change Order increases the contract amount by \$1,417,368.67 (see Attachment). This increase will allow the Public Works Department (PWD) to compensate the contractor for additional work requested by the County, as follows:

- Furnish and install all new steel members in the bascule spans forward of the bascule pier, with the exception of the main girders, at a cost of \$757,210.04.
- Replace the flanking concrete spans adjacent to the steel bascule spans, instead of the rehabilitation work shown in the bid plans, at a net cost of \$153,000.00.
- Provide additional personnel and equipment, in order to achieve an "open to traffic" date of March 7, 2008 (instead of the prior target date of May 20, 2008), at a cost of \$410,259.50. This time benefit is of particular importance to the residents of the County in light of the fact that the NW 12 Avenue bridge is currently under construction by the Florida Department of Transportation (FDOT). The 10-week time savings will significantly minimize the disruption that the construction activities on both bridges may cause the public.
- Provide additional bridge operators at a cost of \$48,000.00.
- Provide additional bonds and insurance at a cost of \$48,899.13.

For a more detailed list of conditions and limitations, please refer to the "Change Order to Original Contract" document attached, signed and sealed by the contractor and the surety, certified and reviewed by PWD and appropriate County departments, and hereby recommended for approval.

This Change Order reflects additional costs to MDC in order to expedite construction and move up the open to traffic date to March 7, 2008, and to extend the lifespan of the refurbished bridge from an estimated 15 years to an estimated 40 years.

The following conditions or limitations apply:

- PCL Civil Constructors, Inc., (PCL) through its Specialty Engineer, Hardesty & Hanover (H&H) will be responsible for the design of:

1. The new steel on the bascule leaves forward (and including) the first floorbeam (floorbeam 5) as identified in the original contract documents.

2. The concrete deck on the "flanking spans."

3. The new end locks.

4. The new steel components will be designed in accordance with latest AASHTO Standard Specifications for Highway Bridges, the latest AASHTO Standard Specifications for Moveable Bridges and the latest FDOT Structures Design Guidelines.

5. The operational test period will be reduced to 15 days, starting March 7, 2008. The overall contract duration will remain at 260 days, ending on May 20, 2008.

- PCL or its Specialty Engineer is not required to conduct a design analysis for the condition of the existing bridge components. These existing bridge components include the concrete structures such as the bascule piers, main girders, racks, machinery and mechanical and electrical components. Neither PCL nor its Specialty Engineer accepts any responsibility or liability for the effects of the new steel on the existing bridge structure that is to remain. The Specialty Engineer is responsible for submitting calculations showing the "in-kind" nature of the existing steel replacement with new steel (steel members of the same weight and sections as the original), as it pertains to the magnitude of the new loads versus existing loads, as well as the flanking spans replacement. PCL however will be responsible for the attachment of the new steel to the existing main girders, including the new end locks and for all span balancing operations. In addition, repair/rehabilitation details on these existing components (the concrete structures such as the bascule piers, main girders, racks, machinery and mechanical and electrical components), have been provided with contract documents in case repairs are needed. The responsibility of PCL for the implementation of the repairs/rehabilitations shown in the original bid documents is not changed by this Change Order. Examples of these repairs/rehabilitations are the main girder repairs shown on sheet 7 of the bid drawings and the Live Load Anchor repairs shown on sheet 25 of the bid drawings.

**MONETARY
JUSTIFICATION:**

The NW 17th Avenue Bascule Bridge exhibits severe deterioration due to its age and surrounding corrosive environment. The bridge exhibited excessive bouncing movements and vibration of the bridge leaves due to the inadequacy of the locking mechanism. This deterioration reduced the load carrying capacity of the bridge to a point where the Public Works Department (PWD) placed severe load restrictions on the bridge and finally closed it to traffic. The Florida Department of Transportation (FDOT) sufficiency rating for this bridge is 4; any rating under 50 (out of 100) is grounds for bridge rehabilitation.

The original contract amount, including contingency and dedicated allowances, was \$6,418,275.40. The scope of work includes repairing and restoring unsound and spalled concrete members of

the bridge structure, repairing deteriorated structural steel, reinforcing steel corrosion, replacing the steel roadway floor and the center locks of the bridge. It was estimated that after completing the needed repairs the useful life of the bridge would be of approximately 15 years. However, the contractor has provided PWD with value engineering options, specifically the replacement of the all the bascule spans, except the main girders. By expanding the scope of work to include furnishing and installing all new steel members in the bascule span forward of the bascule pier and fully replacing the flanking concrete spans adjacent to the steel bascule spans, the useful life of the bridge could be extended to approximately 40 years. The cost of the increase in the scope of work, including the cost of additional personnel and equipment to expedite the restoration of this bridge, which is a critical choke point in the County's roadway system, is \$1,417,368.67. This amount does not include the cost of replacing obsolete, worn-out machinery; this cost, which totals \$2,025,569.98, will be addressed in a subsequent Change Order to be presented under separate cover.

The reason for presenting two separate Change Orders for the consideration of the BCC is that the subject Change Order 1 addresses structural repairs and the subsequent Change Order 2 addresses the upgrade of the mechanical and electrical components of the operating system. Consequently, the Change Orders were negotiated separately with the Contractor and their respective language, scope of work, cost and funding source were not available at the same time.

Another great important benefit resulting from the additional work called for in this Change Order is the advancement of the "open to traffic" date from May 20, 2008, to March 7, 2008. The disruption in vehicular and pedestrian traffic across the Miami River had been significant due to the fact that the NW 17 Avenue bridge is closed and the NW 12 Avenue bridge is undergoing much needed repairs (the NW 12 Avenue bridge is currently being refurbished by the Florida Department of Transportation). The "open to traffic" date will be advanced by ten weeks, minimizing the negative impact to the public that the bridge repairs entail.

TIME JUSTIFICATION:

This Change Order does not extend the contract time.

The contract's effective date of the Notice to Proceed was September 4, 2007, and the contract time is 260 calendar days. The contract expiration date is May 20, 2008.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$5,806,614.00	\$2,025,569.98	\$1,417,368.67	\$9,249,552.65	\$25,428.14	\$9,224,124.51
CONTINGENCY:	\$580,661.40	\$0.00	\$0.00	\$580,661.40	\$0.00	\$580,661.40
DEDICATED:	<u>\$31,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$31,000.00</u>	<u>\$0.00</u>	<u>\$31,000.00</u>
TOTALS:	\$6,418,275.40	\$2,025,569.98	\$1,417,368.67	\$9,861,214.05	\$25,428.14	\$9,835,785.91

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	260	0	0	260
CONTINGENCY:	<u>26</u>	<u>0</u>	<u>0</u>	<u>26</u>
TOTAL DURATION:	286	0	0	286

INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested Change	\$1,417,368.67	0
Total:	\$1,417,368.67	

Track Record / Monitor

PERFORMANCE RECORD: The Public Works Department (PWD) has reviewed the Office of Capital Improvements (OCI) database for contractor's performance evaluation and found one completed contract listed. Said contracts is with PWD, and the overall performance rating achieved by the contractor is 3.6 points out of a possible 4 (3 is satisfactory performance and 4 is superior performance).

PRIME CONTRACTOR: P C L Civil Constructors, Inc.

COMPANY PRINCIPAL: Jerry D. Harder, P.E. Beaupre, L.S. Ventoza

COMPANY QUALIFIERS: Mark R. Eveld

COMPANY EMAIL ADDRESS: MREVELD@PCL.COM

COMPANY STREET ADDRESS: 3810 Northdale Blvd.

COMPANY CITY-STATE-ZIP: Tampa, Florida 33624

YEARS IN BUSINESS AT TIME OF AWARD: 20 Years

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD: One (1) contract for \$1,499,555.00.

SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE): Olympus Painting, Gemstone, Royal Bridge, Florida Structure & Steel, L.B. Foster and IDSI.

CONTRACT MANAGER NAME/PHONE/EMAIL: Michael Moore (305) 375-2930 jmc1@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Juan Paan 305-375-2116 JuanP@miamidade.gov

Background

BACKGROUND:

The Request to Advertise for this project was approved by the Board of County Commissioners on June 5, 2007. Subsequently, PWD advertised the project and received bids on August 1, 2007.

Four engineering firms proffered bids for the subject project. The lowest bidder, PCL Civil Constructors, Inc., was 7% below the County's cost estimate. The County Manager awarded the subject project to PCL Civil Constructors, Inc., the lowest responsive, responsible bidder, the subject contract for the sum of \$6,418,275.40 on August 9, 2007, pursuant to Resolution No. 920-07 adopted by the Board of County Commissioners on July 24, 2007.

BUDGET APPROVAL
FUNDS AVAILABLE:

for OSBM

OSBM DIRECTOR

1/6/08
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY

1/3/07
DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:

for 
OCI DIRECTOR

1/2/08
DATE


ASSISTANT COUNTY
MANAGER

1/7/08
DATE

CLERK DATE

DATE

MIAMI-DADE COUNTY, FLORIDA**PUBLIC WORKS DEPARTMENT****CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO: 1

CONTRACT NO: 20070495

DATE: 10/15/2007

PROJECT TITLE: Refurbish the NW 17 Avenue Bascule Bridge Over the Miami River, located within Commission Districts 3 and 5

TO CONTRACTOR: P C L Civil Constructors, Inc. 3810 Northdale Blvd. Tampa, Florida 33624

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized:

This Change Order increases the contract amount by \$1,417,368.67 (see Attachment). This increase will allow the Public Works Department to compensate the contractor for additional work as follows:

- Furnish and install all new steel members in the bascule spans forward of the bascule pier, with the exception of the main girders, and replace handrails at a cost of \$757,210.04.

- Provide additional personnel and equipment, in order to achieve an "open to traffic" date of March 7, 2008, at a cost of \$410,259. (Continued below)

Monetary Justification:

The NW 17th Avenue Bascule Bridge exhibits severe deterioration due to its age and surrounding corrosive environment. The bridge exhibited excessive bouncing movements and vibration of the bridge leaves due to the inadequacy of the locking mechanism. This deterioration reduced the load carrying capacity of the bridge to a point where the Public Works Department (PWD) placed severe I (Continued below)

Time Justification:

N/A

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$6,418,275.40
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$6,418,275.40
COST OF CHANGES WITH THIS DOCUMENT-----	\$1,417,368.67
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$7,835,644.07
PERCENT INCREASE WITH THIS CHANGE-----	22%
TOTAL PERCENT INCREASE TO DATE-----	22%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	280 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	28 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	286

CERTIFYING STATEMENT:

I hereby certify that the changes and supporting cost data included is, in my considered opinion, necessary and accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit of competitive bidding.

Approved: ENGINEER OR CONSULTING ENGINEER

Date: 11-13-07

Recommended By: PROJECT MANAGER

Date: 11-9-07

TO BE FILLED OUT BY PUBLIC WORKS DEPARTMENT

FUNDS BUDGET CODE CPE02C, BCC05C, BRCSWY. (50%) CPE02C, BCC03C, BRCSWY. 99110 (50%)

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION:

Date: 11/10/07

Accepted By: P C L Civil Constructors, Inc.

JERRY D. HENDER
Fidelity and Deposit Company of Maryland
Travelers Casualty and Surety Company of America
Federal Insurance Company

Contractor

Accepted By: Surety

Susan J. Preiksa
Attorney-In-Fact

Reviewed By: Chief, Construction Division

Approved By: Assistant Director

Approved By: Director, Public Works Department

Approved By: County Attorney

Approved By: Director, OSBM

Approved By: Director, DPM/SBA

Approved By: County Manager

Attested By: Clerk of the Board

For
over

11/14/07

11/14/07

12/14/07

12/17/07

12/17/07

12/17/07

Description of work authorized: (Continued)

.50. "Open to traffic" entails four lanes of traffic with off-peak period lane closures and one sidewalk for pedestrian traffic. Construction work will be permitted to continue throughout the operational test period (i.e. 260 days) date, as permitted by the contract.

- Replace the flanking concrete spans adjacent to the steel bascule spans, instead the rehabilitation work shown in the bid plans, at a net cost of \$153,000.00.
- Provide additional bridge operators at a cost of \$48,000.00.
- Provide additional bonds and insurance at a cost of \$48,899.13.
- Representative pay items will be used for overruns or underruns in quantity for any item.

The following conditions or limitations apply:

- PCL Civil Constructors, Inc., (PCL) through its Specialty Engineer, Hardesty & Hanover (H&H) will be responsible for the design of:
 1. The new steel on the bascule leaves forward (and including) the first floorbeam (floorbeam 5) as identified in the original contract documents.
 2. The concrete deck on the "flanking spans."
 3. The new end locks.
 4. The new steel components will be designed in accordance with latest AASHTO Standard Specifications for Highway Bridges, the latest AASHTO Standard Specifications for Moveable Bridges and the latest FDOT Structures Design Guidelines.
 5. The operational test period will be reduced to 15 days, starting March 7, 2008. The overall contract duration will remain at 260 days, ending on May 21, 2008.
- PCL or its Specialty Engineer is not required to conduct a design analysis for the condition of the existing bridge components. These existing bridge components include the concrete structures such as the bascule piers, main girders, racks, machinery and mechanical and electrical components. Neither PCL nor its Specialty Engineer accepts any responsibility or liability for the effects of the new steel on the existing bridge structure that is to remain. The Specialty Engineer is responsible for submitting calculations showing the "in-kind" nature of the existing steel replacement with new steel as it pertains to the magnitude of the new loads versus existing loads, as well as the flanking spans replacement. PCL however will be responsible for the attachment of the new steel to the existing main girders, including the new end locks and for all span balancing operations. In addition, repair/rehabilitation details on these existing components (the concrete structures such as the bascule piers, main girders, racks, machinery and mechanical and electrical components), have been provided with contract documents in case repairs are needed. The responsibility of PCL for the implementation of the repairs/rehabilitations shown in the original bid documents is not changed by this Change Order. Examples of these repairs/rehabilitations are the main girder repairs shown on sheet 7 of the bid drawings and the Live Load Anchor repairs shown on sheet 25 of the bid drawings.
- Given the age of this bridge, there is a potential for unforeseen, unknown, preexisting conditions hidden beneath the existing paint that may require additional repairs once they are uncovered. Any such unforeseen defects that are detected, shall be brought to the attention of MDC by PCL for further instructions.
- PCL will provide MDC with signed and sealed shop drawings of all new components by the Specialty Engineer.
- No penalties or liquidated damages shall apply in the event PCL does not achieve the improved traffic resumption milestone date of March 7, 2008, for reasons of an unforeseen nature as approved by MDC.
- All drawings prepared as a result of this Change Order by PCL, will be provided to MDC. It is understood that these drawings will be made by PCL for this bridge.
- Additional bridge tenders will be required to expedite construction. MDC and PCL agree to utilize existing contract unit price pay items to compensate PCL for the additional costs.

A second Change Order may be prepared at a later date to include the cost of the replacement of machinery. MDC agrees to allow night and weekend work to achieve the improved March 7, 2008 date.

This Change Order reflects additional costs to MDC in order to expedite construction and move up the open to traffic date to March 7, 2008.

Monetary Justification: (Continued)

load restrictions on the bridge and finally closed it to traffic. The Florida Department of Transportation (FDOT) sufficiency rating for this bridge is 4; any rating under 50 (out of 100) is grounds for bridge rehabilitation.

The original contract amount, including contingency and dedicated allowances, was \$6,418,275.40. The scope of work includes repairing and restoring unsound and spalled concrete members of the bridge structure, repairing deteriorated structural steel, reinforcing steel corrosion, replacing the steel roadway floor and the center locks of the bridge. It was estimated that after completing the needed repairs the useful life of the bridge would be of approximately 15 years. However, the contractor has provided PWD with value engineering options, specifically the replacement of the all the bascule spans, except the main girders. By expanding the scope of work to include furnishing and installing all new steel members in the bascule span forward of the bascule pier and fully replacing the flanking concrete spans adjacent to the steel bascule spans, the useful life of the bridge could be extended to approximately 40 years. The cost of the increase in the scope of work, including the cost of additional personnel and equipment to expedite the restoration of this bridge, which is a critical choke point in the County's roadway system, is \$1,417,366.67. This amount does not include the cost of replacing obsolete, worn-out machinery; this cost will be addressed in a subsequent Change Order.

Time Justification Declaration:

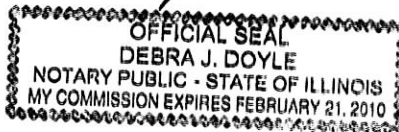
A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

NOTARIAL ACKNOWLEDGMENT

**STATE OF ILLINOIS
COUNTY OF COOK**

On this 23rd day of October, 2007, before me Debra J. Doyle a Notary Public of the state and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan J. Preiksa, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of Fidelity and Deposit Company of Maryland, Travelers Casualty and Surety Company of America, Federal Insurance Company the corporations described in and which executed the foregoing instrument: that she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:
2/21/10



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CULBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CULBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

William J. Mills

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215800

Certificate No. 001738633

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas J. Joslin, Karen Daniel, Kathleen J. Malles, Linda Iser, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa, Geoffrey E. Heekin, Marcia K. Cesafsky, Patricia M. Doyle, and Richard A. Moore Jr.

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson

George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **James A. Cuthbertson, Karen Daniel, Robert E. Duncan, Geoffrey E. Heekin, Linda Iser, Jennifer L. Jakaitis, Kathleen J. Malies, Sandra Martinez, Susan J. Preiksa, Patricia Thurmond and Susan A. Welsh of Chicago, Illinois**

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 12th. day of September, 2005


Kenneth C. Wendel, Assistant Secretary

STATE OF NEW JERSEY
County of Somerset


John P. Smith, Vice President

On this 12th. day of September, 2005

known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

23rd October 2007




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com